

1 EDMUND G. BROWN JR.
2 Attorney General of California
3 JULIE WENG-GUTIERREZ
Supervising Deputy Attorney General
4 LISA A. TILLMAN
Deputy Attorney General
State Bar No. 126424
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 327-7872
Fax: (916) 324-5567
7 E-mail: Lisa.Tillman@doj.ca.gov
*Attorneys for Defendants Delaine Eastin,
8 Superintendent of Public Instruction,
Department of Public Instruction*

9

10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12

13

14

15 **EMMA C.,**

16 Plaintiff,

17 v.

18 **DELAINE EASTIN, ET AL.,**

19 Defendants.

20

21 3:96-cv-04179-TEH

22 **DEFENDANTS' INTERIM
STIPULATION RE: RSIP
BUDGET AND COURT
MONITOR'S BUDGET**

23 Judge: The Honorable Thelton E.
24 Henderson

25

26 Defendants Delaine Eastin, Superintendent of Public Instruction, Department
27 of Public Instruction (State Defendants) and Defendant Ravenswood City School
28 District (District), collectively Defendants, respectfully submit the following
interim stipulation concerning the 2010-2011 RSIP budget, and the allocation of the
RSIP 2010-2011 budget and the Court Monitor's budget between the Defendants.
This statement reflects those provisions that the State and the District Defendants
have reached agreement upon as of June 7, 2010, and indicates those provisions

1 subject to pending negotiations. By this stipulation, the Defendants request this
 2 Court approve the stipulated provisions, and so order the deposit of funds by the
 3 Defendants in accord with the stated schedule, allocation and other stipulated
 4 provisions.

5 **A. The RSIP Budget**

6 The Defendants have agreed on a single year RSIP budget of \$3,200,591
 7 (three million, two hundred thousand, five hundred ninety-one dollars) for the
 8 2010-2011 fiscal year. A copy of the agreed-upon RSIP budget 2010-2011 is
 9 attached to this joint submission as Exhibit A. In addition to this amount, the
 10 Court Monitor has informed the parties that he has budgeted \$393,234 for the 2010-
 11 2011 fiscal year. (Court Docket (CD) 1490.)

12 The Defendants agree upon the following schedule:

- 13 ● By **July 1, 2010**, the State Defendants will pay 30 percent of their
 14 respective allocated share (i.e., \$41,289.57 or 30% of \$137,631.90¹) of
 15 the Court Monitor's budget.
- 16 ● By **July 1, 2010**, the District will pay 15 percent of its respective
 17 allocated share (i.e., \$38,340.32 or 15% of \$255,602.10²) of the Court
 18 Monitor's budget.
- 19 ● By **July 15, 2010**, the District will pay 15 percent of its respective
 20 allocated share (i.e., \$38,340.32 or 15% of \$255,602.10) of the Court
 21 Monitor's budget.
- 22 ● By **August 2, 2010**, the State Defendants will pay 30 percent of their
 23 respective allocated share (i.e., \$336,062.06 or 30% of \$1,120,206.85³)
 24 of the RSIP budget.

25 ¹ The State Defendants' share of the Court Monitor's budget is 35% of \$393,234 which is
 26 \$137,631.90.
 27 ² The District's share of the Court Monitor's budget is 65% of \$393,234 which is
 \$255,602.10.
 28 ³ The State Defendants' share of the RSIP budget is 35% of \$3,200,591 which is
 \$1,120,206.85.

- By **August 2, 2010**, the District will pay 30 percent of its respective allocated share (i.e., \$624,115.25 or 30% of \$2,080,384.15 ⁴) of the RSIP budget.
- By **August 15, 2010**, the State Defendants will pay 30 percent of their respective allocated shares of the RSIP budget (\$336,062.06) and the Court Monitor's budget (\$41,289.57) (i.e., a total of \$377,351.63).
- By **October 1, 2010**, the District will pay 30 percent of its respective allocated shares of the RSIP budget (\$624,115.25) and the Court Monitor's budget (i.e., \$76,680.63 or 30% of \$255,602.10) (i.e., a total of \$700,795.88).
- By **December 1, 2010**, the State Defendants will pay 20 percent of their respective allocated shares of the RSIP budget (i.e., \$224,041.37 or 20% of \$1,120,206.85) and the Court Monitor's budget (\$27,526.38 or 20% of \$137,631.90) (i.e., a total of \$251,567.75).
- By **January 17, 2011**, the District will pay 20 percent of its respective allocated shares of the RSIP budget (i.e., \$416,076.83 or 20% of \$2,080,384.15) and the Court Monitor's budget (i.e., \$51,120.42 or 20% of \$255,602.10) (i.e., a total of \$467,197.25).
- By **March 1, 2011**, the State Defendants will pay 20 percent of their respective allocated shares of the RSIP budget (i.e., \$224,041.37 or 20% of \$1,120,206.85) and the Court Monitor's budget (\$27,526.38 or 20% of \$137,631.90) (i.e., a total of \$251,567.75).
- By **April 15, 2011**, the District will pay 20 percent of its respective allocated shares of the RSIP budget (i.e., \$416,076.83 or 20% of \$2,080,384.15) and the Court Monitor's budget (i.e., \$51,120.42 or 20% of \$255,602.10) (i.e., a total of \$467,197.25).

B. The Allocation between the District and the State Defendants

The District and State Defendants have agreed that responsibility for the RSIP and Court Monitor's budgets will be allocated sixty-five percent (65%) to the District and thirty-five percent (35%) to the State Defendants for the 2010-2011 fiscal year.

⁴ The District's share of the RSIP budget is 65% of \$3,200,591 which is \$2,080,384.15.

1 The District and the State Defendants request that the Court issue an order to
 2 approve the RSIP budget for the 2010-2011 fiscal year and to implement the
 3 allocation and schedule described herein.

4 The District and the State Defendants further agree that the percentage or
 5 contribution amounts set forth above may change pursuant to the issuance of a
 6 Court Order determining that certain RSIP expenditures are no longer supported or
 7 needed to implement the RSIP, or that the respective duties of the parties have
 8 changed during the course of the 2010-2011 budget year, or pursuant to a Court
 9 Order authorizing additional RSIP expenditures for fiscal year 2010-2011.

10 **C. Redirection of Funds**

11 *Pending Negotiations*

12 **D. Changes in District Budget**

13 The District shall notify the State Defendants if its overall budget and/or any
 14 particular line items of the District's budget is reduced during fiscal year 2010-11,
 15 as a result of and not limited to staff furloughs, layoffs, freezes on scheduled salary
 16 increases, net salary savings from vacant positions, reduction in school days, such
 17 that the actual amount needed to fund any stipulated RSIP budget item or the
 18 overall RSIP budget is reduced. The District must notify the State Defendants of
 19 that reduction or freeze by letter to the State Defendants' counsel within 30 days of
 20 the action so that the District and the State Defendants may reach a stipulation on
 21 the amount of any deposited RSIP funds to be returned or credited, and, if requested
 22 by either the District or the State Defendants, engage in a meet-and-confer process,
 23 with the facilitation and/or mediation of the Court's Monitor, to reach a stipulation.
 24 Absent a stipulation between the District and State Defendants, the sought return or
 25 crediting of deposited RSIP funds may be determined by the Court upon briefing
 26 and hearing conducted under applicable rules of the federal court.

27 Nothing in this stipulation constitutes a waiver by the District of its right to
 28 file a motion with the Court seeking additional contribution from the State

1 Defendants for an overall increase in the RSIP budget due to extraordinary
2 circumstances.

3 **E. Invoices on Compensatory Education Services**

4 As of July 2010, the District will require, as a provision of its contracts with
5 compensatory education service providers for services under the December 20,
6 2007 Order (Court Docket (CD) 1157), that the contractor provide a statement
7 (such as a spreadsheet) to CDE and to the District, at the same time, indicating (1)
8 the SEIS student identification numbers of the students receiving services, (2) the
9 types of services provided to each student, (3) the number of minutes of service
10 provided and (4) the invoice numbers and amounts for rendered services for each
11 student to enable tracking of the rendered services and funds by student. Should a
12 contractor not be amenable to this provision, then the District will provide to the
13 California Department of Education (CDE) the invoices and indicate (1) the SEIS
14 student identification numbers of the students receiving services, (2) the types of
15 services provided to each student, and (3) the number of minutes provided for the
16 rendered services. The District will provide a copy of the invoices to CDE at the
17 same time they are provided by the District to the Court Monitor.

18 As of July 2010, the District will indicate on the submitted invoices for
19 products in lieu of compensatory education services the SEIS student identification
20 numbers of the students receiving the products. The District will provide a copy of
21 the invoices to CDE at the same time they are provided by the District to the Court
22 Monitor.

23 As of July 2010, the District will provide on a monthly basis to CDE a
24 statement indicating (1) the names of the students receiving compensatory
25 education services from District employees, including and not limited to teachers,
26 (2) the types of services provided to each student, (3) the number of minutes
27 provided to each student for each service provided to that student in that month, and
28 (4) the amount paid to the employee for performing the compensatory education

1 service to the extent the employee is paid in excess of his or her standard salary for
2 performing such services.

3 **F. Quarterly Invoices**

4 The District and the State Defendants further agree that the District shall
5 submit quarterly invoices, in accordance with the same schedule agreed upon for
6 payment into the Court registry, to the Court Monitor reflecting the funding
7 necessary to implement the First Amended Consent Decree and RSIP.

8 The District and the State Defendants further agree that copies of any and all
9 invoices, and any supporting documents provided by the District to the Court
10 Monitor shall also be provided at the same time to the CDE.

11 The District and the State Defendants further agree that they shall meet and
12 confer, upon the request of either party received within 30 days after the submission
13 of the quarterly invoices to the Court Monitor, regarding the invoices or other
14 documents provided to the Court Monitor. The parties request that the Court
15 Monitor be instructed to maintain an accounting of all such invoices and forward
16 them to the Court for immediate payment.

17 **G. Line Item Accounting**

18 The District and the State Defendants further agree that on a quarterly basis, in
19 accordance with the same schedule agreed upon for payment into the Court registry
20 and with a final statement due by August 31, 2011, the District will provide CDE
21 with a line item accounting of budget expenditures. Upon CDE's written request,
22 the District will provide backup documentation, in the form of and not limited to
23 invoices and expenditure reports, supporting the RSIP expenditures so that CDE
24 can perform a quarterly audit of RSIP expenditures.

25 //

26 //

27

28

1 **H. Audits of RSIP Service and Expenditure Records**

2 **Pending Negotiations**

3 Dated: June 8, 2010

Respectfully submitted,

4 EDMUND G. BROWN JR.
5 Attorney General of California

6
7 /s/ Lisa A. Tillman

8 LISA A. TILLMAN
9 Deputy Attorney General
10 *Attorneys for Defendants Delaine*
11 *Eastin, Superintendent of Public*
12 *Instruction, Department of Public*
13 *Instruction*

14 SA2005104070
15 10579374.doc

